

2018 Jan-12 AM 10:33

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required to be filed with the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Rodney David Russell

DEFENDANTS

Starr Indemnity & Liability Company

(b) County of Residence of First Listed Plaintiff DeKalb County, Alabama
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
T. Brian Hoven
Shunnarah Injury Lawyers
3626 Clairmont Ave.
Birmingham, AL 35222

Attorneys (If Known)
E. Britton Monroe, Bryan A. Grayson, and Sarah G. Redmond
Lloyd, Gray, Whitehead & Monroe, P.C.
880 Montclair Road, Suite 100
Birmingham, AL 35213

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ DEF ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ DEF ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☒ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. § 1446 - Defendant Starr Indemnity & Liability Company is removing this civil action from the Circuit Court of DeKalb County, Alabama.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

1/11/18

FOR OFFICE USE ONLY

County, Alabama. (See Complaint, filed as Exhibit 1).

2. Starr was served with a copy of the Summons and Complaint on December 19, 2017. (See Return on Service, filed as Exhibit 2).

3. 28 U.S.C. § 1446(b)(3) provides that “a notice of removal may be filed within 30 days” after being served with a copy of the Summons and Complaint. See Murphy Bros. v. Michetti Pipe Stringing, Inc., 526 U.S. 344, 345-46, (1999) (holding that under § 1446(b)(3) “the defendants’ removal period will be no less than 30 days from service”); Marion Corp. v. Lloyds Bank, PLC, 738 F. Supp. 1377, 1379 (S.D. Ala. 1990) (“the removal period set forth in 28 U.S.C. § 1446(b) cannot commence until a defendant is served with process”).

4. Since Starr is filing its’ notice of removal within 30 days from service, this notice of removal has been timely filed in compliance with 28 U.S.C. § 1446(b).

5. Pursuant to 28 U.S.C. § 1446(a), a copy of the process, pleadings, and orders filed in the Circuit Court of DeKalb County, Alabama are being filed as Exhibit 3.

6. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being filed today with the Clerk for the Circuit Court of DeKalb County, Alabama and will be served upon Mr. Russell.

II. THIS COURT HAS DIVERSITY JURISDICTION OVER MR. RUSSELL'S CLAIMS.

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) as this case satisfies the requirements for diversity jurisdiction.

A. Complete diversity exists between Plaintiff and Defendant.

8. Mr. Russell is and was at the time of the commencement of this action a citizen of the State of Alabama. (See Complaint, ¶ 1).

9. Starr is and was at the time of the commencement of this action a corporation organized and existing under the laws of the State of Texas with its principal place of business in New York. (See National Association of Insurance Commissioner's Records for Starr, filed as Exhibit 4).

10. The citizenship of "Fictitious Defendants No. 1-19" is irrelevant to determining citizenship for purposes of removal. See 28 U.S.C. § 1441(b)(1) ("In determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under fictitious names shall be disregarded.").

11. Therefore, complete diversity of citizenship exists between the Plaintiff and Defendant in this action as Plaintiff is not a citizen of the same state as Defendant.

B. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

12. In his Complaint, Mr. Russell asserts claims for underinsured motorist benefits from Starr for injuries arising from a trucking accident caused by the negligence of an unidentified motorist. (See Complaint, ¶¶ 4-8). Starr had a policy of insurance in force insuring Mr. Russell for injuries or damages caused by an uninsured motorist. (Id. at ¶¶ 9-15).

13. Mr. Russell alleges he has suffered numerous injuries to various portions of his body, including multiple lacerations, a right knee injury, and two fractures in his tibial plateau, causing him to experience pain and suffering. He is seeking damages for mental anguish, past and future lost wages, loss of income, loss of earning capacity, lost employment benefits, and compensatory damages for medical expenses for treatment from various doctors, physicians, and hospitals, along with future medical expenses. (Id. at ¶¶ 8 (a-j)).

14. Though the Complaint is silent as to the exact amount in controversy, the categories of damages Mr. Russell seeks in his Complaint demonstrate the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

15. The applicable insurance policy issued by Starr provides \$100,000.00 in coverage for accidents involving uninsured motorists. (See Motor Carrier Declarations for DT Express LLC Insurance Policy, filed as Exhibit 5).

16. Mr. Russell alleges he was permanently injured, disfigured and damaged and as a result was not only forced to give up his employment as a truck driver, but will not be able to work in the future. Mr. Russell alleges Starr is responsible for satisfying his past and future lost wages to cover the costs of his loss of employment. (Complaint, ¶ 8(e), 8(j)).

17. In a May 2016 U.S. Bureau of Labor Statistics Occupational Employment News Release, the annual mean wage for individuals working in Alabama who were employed as tractor-trailer truck drivers was calculated to be \$39,050. (May 2016 U.S. Bureau of Labor Statistics Occupational Employment News Release, p. 1, filed as Exhibit 6). Therefore, Mr. Russell has likely incurred lost wages exceeding \$75,000.00 over the past two years.

18. Moreover, Mr. Russell is only 31 years old and has a work life expectancy of 30 years. Over the course of his work life expectancy, Mr. Russell will incur future lost wages well in excess of the \$75,000.00 jurisdictional threshold.

19. Mr. Russell alleges that as a result of this accident he has “suffered numerous injuries to various injuries to portions of his body, including, but not limited to: multiple lacerations, right knee injury, [and] two fractures in his tibial plateau” causing him to incur several personal injury medical expenses. (Complaint, ¶ 8(a), 8(g)). He further claims to have suffered and will continue to

suffer mental anguish. (Id. at ¶ 8(d)). He claims to be reasonably certain he will experience mental anguish in the future, along with incurring further personal injury medical expenses. (Id. at ¶ 8(d), 8(i)).

20. While the exact amount of damages Mr. Russell could recover for these injuries is not apparent on the face of the Complaint, given that Mr. Russell also claims to need continued treatment for lingering effects of his injuries, his potential damages for personal injuries and emotional distress are substantial, and his medical expenses alone are likely to exceed \$75,000.00.

21. Based on the categories of damages sought in this case, the amount in controversy undoubtedly exceeds \$75,000.00, exclusive of interest and costs.

WHEREFORE, Starr removes this action from the Circuit Court of DeKalb County, Alabama to this Court and requests this Court assume subject matter jurisdiction over this civil action to the exclusion of any further proceedings in state court.

DATED: January 11, 2018

Respectfully submitted,

By: /s/ **Bryan A. Grayson**

E. Britton Monroe (ASB-1454-o72e)

Bryan A. Grayson (ASB-8944-n65g)

Sarah G. Redmond (ASB-4416-n10p)

Attorneys for Defendant Starr Indemnity
& Liability Company

OF COUNSEL:

LLOYD, GRAY, WHITEHEAD & MONROE, P.C.

880 Montclair Road, Suite 100

Birmingham, Alabama 35213

Telephone: (205) 967-8822

bmonroe@lgwmlaw.com

bgrayson@lgwmlaw.com

sredmond@lgwmlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of January 2018 a true and correct copy of the foregoing has been furnished either through the Court's electronic filing or by U.S. Mail, postage prepaid, upon the following parties and other relevant individuals:

T. Brian Hoven
Shunnarah Injury Lawyers
3626 Clairmont Avenue
Birmingham, AL 35222
(205) 983-8139
bhoven@asilpc.com
Attorney for Plaintiff

/s/ Bryan A. Grayson

OF COUNSEL

EXHIBIT

“1”



IN THE CIRCUIT COURT OF DEKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL,

Plaintiff,

v.

**STARR INDEMNITY AND LIABILITY
INSURANCE COMPANY,**

) **JURY TRIAL IS REQUESTED**

)

)

)

) **CASE NO.: CV-2017-_____**

)

)

[FICTITIOUS DEFENDANTS: No. 1, whether singular or plural, the driver of the motor vehicle which collided with plaintiff's vehicle and whose negligence caused the plaintiff's injuries on the occasion made the basis of this suit; No. 2, whether singular or plural, the owner of the motor vehicle which collided with plaintiff's vehicle on the occasion made the basis of this suit; No. 3, whether singular or plural, the person, firm or corporation who was responsible for the rental, sale, or lease of the motor vehicle which collided with plaintiff's vehicle on the occasion made the basis of this suit; No. 4, whether singular or plural, that entity or those entities who or which provided any insurance coverage for any of the motor vehicles involved in the occurrence made the basis of this lawsuit, for the driver of each respective motor vehicle or for any of the named fictitious parties defendant listed or described herein; No. 5, whether singular or plural, that entity or those entities who or which provided maintenance and upkeep on the motor vehicle(s) involved in the occurrence made the basis of this lawsuit; No. 6, whether singular or plural, that entity or those entities who or which did any repair work on the motor vehicle(s) involved in the occurrence made the basis of this complaint; No. 7, whether singular or plural, that entity or those entities who or which manufactured and/or distributed the motor vehicle(s) involved in the occurrence made the basis of this lawsuit, or any of the component parts thereof; No. 8, whether singular or plural, that entity or those entities who or which were the master or principal of the driver of the motor vehicle(s) involved in the occurrence made the basis of this lawsuit; No. 9, whether singular or plural, that entity or those entities for whom the driver of the motor vehicle which collided with plaintiff's vehicle was performing some type of service or employment duty at the time of this collision; No. 10, whether singular or plural, that entity or those entities who or which negligently entrusted the motor vehicle(s) involved in the occurrence made the basis of this lawsuit to the drivers thereof at the time of said occurrence; No. 11, whether singular or plural, that entity or those entities on whose behalf the vehicle or vehicles involved in the collision made the basis of this lawsuit was being operated at the time of said occurrence; No. 12, whether singular or plural, that entity or those entities who or which issued, or had a duty to issue, warnings or instructions regarding the use or operation of any of the vehicles involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; No. 13, whether singular or plural, that entity or those entities who or which tested, inspected, approved, or issued any approval of any of the vehicles involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; No. 14, whether singular or plural, that entity or those entities who or which had supervisory authority relating to the maintenance, operation, or to the selection, training and hiring of drivers of any of the vehicles involved in the occurrence made the basis of this lawsuit; No. 15, whether singular or plural, that entity or those entities who or which issued any policy of insurance which provided coverage for plaintiff on the occasion made the basis of this lawsuit (including, but not limited to, uninsured/underinsured motorist coverage); No. 16, whether singular or plural, that entity or those entities other than those entities described above whose breach of contract or warranty contributed

to cause the occurrence made the basis of this lawsuit; No. 17, whether singular or plural, that entity or those entities other than those entities described above, which is the successor in interest of any of those entities described above; No. 18, whether singular or plural, that entity or those entities other than those entities described above, which was the predecessor corporation of any of the entities described above. Plaintiffs aver that the identities of the fictitious party defendants are otherwise unknown to Plaintiffs at this time, or if their names are known to Plaintiffs at this time, their identities as proper parties defendants are not known to Plaintiffs at this time, but their true names will be substituted by amendment when ascertained; No. 19, whether singular or plural, that entity or those entities other than those entities described above, which provided workers compensation benefits to Plaintiff and/or on his behalf as a result of the incident made the basis of this Complaint],

Defendants.

PLAINTIFF'S COMPLAINT

PARTIES

1. Plaintiff, Rodney David Russell, (hereinafter "Plaintiff") is an individual over the age of nineteen (19) years and is a resident of Dekalb County, Alabama.

2. STARR INDEMNITY AND LIABILITY INSURANCE COMPANY is a foreign corporation doing business in the State of Alabama and issued a policy of automobile insurance issued to Plaintiff, which included Uninsured/Underinsured Motorist coverage.

3. Fictitious Defendants, described above as numbers one (1) through nineteen (19), are those persons or entities whose names will be substituted upon learning their true identities.

FACTUAL BACKGROUND

4. On or about the 30th day of November 2015, Plaintiff was operating an 18-wheeler northbound on Interstate 59 in Rural Dekalb, Dekalb County, Alabama.

5. At the same time, an unidentified motorist was operating an 18-wheeler northbound on Interstate 59 in the Rural Dekalb, Dekalb County, Alabama.

6. At the aforementioned time, Plaintiff pulled over on the left side of the interstate due to mechanical issues with his vehicle.

7. At the above mentioned time, when Plaintiff pulled over and was placing safety signals around his vehicle, the unidentified motorist hit Plaintiff causing injuries.

8. As a proximate consequence of the unidentified motorist's negligence, Plaintiff was injured, harmed and damaged as follows:

- (a) He suffered numerous injuries to various portions of his body, including, but not limited to: multiple lacerations, right knee injury, two fractures in his tibial plateau;
- (b) He has experienced and continues to experience pain and suffering;
- (c) He is reasonably certain to experience pain and suffering in the future;
- (d) He has experienced and continues to experience mental anguish;
- (e) He is reasonably certain to experience mental anguish in the future;
- (f) He was permanently injured, disfigured and damaged;
- (g) He was caused to incur personal injury medical expenses for treatment from various doctors, physicians, and hospitals;
- (h) He was caused to incur out-of-pocket medical expenses;
- (i) He is reasonably certain to incur personal injury medical expenses in the future;
- (j) He was caused to suffer both past and future lost wages, loss of income, loss of earnings capacity, and lost employment benefits;

COUNT ONE - UNDERINSURED MOTORIST BENEFITS

9. Plaintiff re-alleges all preceding paragraphs of this Complaint as if set fully set forth herein.

10. At all times material hereto, Defendant, STARR INDEMNITY and LIABILITY INSURANCE COMPANY, had one policy of insurance in force insuring Plaintiff for injuries and/or damages caused by an uninsured and/or underinsured motorist (hereinafter "the Policy").

11. The Policy insured to the benefit of Plaintiff for bodily injuries caused by an uninsured and/or underinsured motorist.

12. The Policy was in full force and effect on the date of the occasion made the basis of this suit. Defendant STARR INDEMNITY and LIABILITY INSURANCE COMPANY has assigned a claim number (006484-000041-AU-01) to Plaintiff's underinsured motorist claim.

13. Plaintiff avers that the unidentified motorist and/or fictitiously designated Defendants, qualify as “underinsured” motorist(s) as that term is defined by the Policy as well as the laws of the state of Alabama.

14. Plaintiff avers that his injuries and damages were caused by the negligence of the underinsured motorist(s).

15. Plaintiff contends that he is “legally entitled to recover” damages from Defendant, STARR INDEMNITY and LIABILITY INSURANCE COMPANY.

WHEREFORE, PREMISES CONSIDERED, Plaintiff hereby demands judgment against Defendant STARR INDEMNITY and LIABILITY INSURANCE COMPANY, and/or fictitious defendants, in an amount as the court may determine, together with interest from the date of the injury plus the costs of this action.

Respectfully Submitted,

/s/ T. Brian Hoven
T. Brian Hoven (HOV003)
Attorney for Plaintiff
Rodney David Russell

OF COUNSEL:

SHUNNARAH INJURY LAWYERS, P.C.
3626 Clairmont Avenue
Birmingham, Alabama 35222
Phone: (205) 983-8139
Facsimile: (205) 983-8439
Emails: bhoven@asilpc.com

JURY DEMAND

Plaintiff hereby demands a trial by struck jury.

Plaintiff's Address:

Rodney David Russell
c/o T. Brian Hoven
Shunnarah Injury Lawyers, P.C.
3626 Clairmont Avenue
Birmingham, AL 35222

REQUEST FOR SERVICE BY CERTIFIED MAIL BY CLERK

Pursuant to ARCP 4.1 and 4.2, Plaintiff requests that the Clerk direct service of the foregoing
“Summons and Complaint” by certified mail, addressed as follows:

STARR INDEMNITY & LIABILITY INSURANCE COMPANY
ATTN: MATTHEW AARON
1601 MARKET STREET, SUITE 1800
PHILADELPHIA, PA 19103 US

OF COUNSEL:

/s/ T. Brian Hoven
T. Brian Hoven (HOV003)
Attorney for Plaintiff

EXHIBIT

“2”



AlaFile E-Notice

28-CV-2017-900327.00

Judge: RANDALL L COLE

To: HOVEN THOMAS BRIAN
bhoven@asilpc.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL V. STARR INDEMNITY & LIABILITY INSURANCE COMPANY
28-CV-2017-900327.00

The following matter was served on 12/19/2017

D001 STARR INDEMNITY & LIABILITY INSURANCE COMPANY

Corresponding To
CERTIFIED MAIL

PAM SIMPSON
CIRCUIT COURT CLERK
DeKALB COUNTY, ALABAMA
P.O. BOX 681149
FORT PAYNE, AL, 35968

256-845-8525
pam.simpson@alacourt.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you. *SAC*
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Star Indemnity DOV
Attn: Matthew Aaron
1601 Market St Ste 1800
Philadelphia, Pa 19103



9590 9402 2820 7069 0403 72

2. Article Number (Transfer from service label)

7017 0190 0000 8673 4371

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below ☐ No

FILED
 DEC 19 2017
 CIRCUIT CLERK
 DEKALB COUNTY

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

EXHIBIT

“3”



State of Alabama Unified Judicial System Form ARCiv-93 Rev.5/99	COVER SHEET CIRCUIT COURT - CIVIL CASE (Not For Domestic Relations Cases)	Case: 28 Date of Filing: 11/30/2017 Judge Code:	28-CV-2017-900327.00 CIRCUIT COURT OF DeKALB COUNTY, ALABAMA PAM SIMPSON, CLERK
GENERAL INFORMATION			
IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA RODNEY DAVID RUSSELL v. STARR INDEMNITY & LIABILITY INSURANCE COMPANY			
First Plaintiff: <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other			
First Defendant: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other			
NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:			
TORTS: PERSONAL INJURY <input type="checkbox"/> WDEA - Wrongful Death <input type="checkbox"/> TONG - Negligence: General <input checked="" type="checkbox"/> TOMV - Negligence: Motor Vehicle <input type="checkbox"/> TOWA - Wantonness <input type="checkbox"/> TOPL - Product Liability/AEMLD <input type="checkbox"/> TOMM - Malpractice-Medical <input type="checkbox"/> TOLM - Malpractice-Legal <input type="checkbox"/> TOOM - Malpractice-Other <input type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX - Other: _____		OTHER CIVIL FILINGS (cont'd) <input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/ Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> CVRT - Civil Rights <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CTMP - Contempt of Court <input type="checkbox"/> CONT - Contract/Ejectment/Writ of Seizure <input type="checkbox"/> TOCN - Conversion <input type="checkbox"/> EQND - Equity Non-Damages Actions/Declaratory Judgment/ Injunction Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> CVUD - Eviction Appeal/Unlawful Detainer <input type="checkbox"/> FORJ - Foreign Judgment <input type="checkbox"/> FORF - Fruits of Crime Forfeiture <input type="checkbox"/> MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition <input type="checkbox"/> PFAB - Protection From Abuse <input type="checkbox"/> FELA - Railroad/Seaman (FELA) <input type="checkbox"/> RPRO - Real Property <input type="checkbox"/> WTEG - Will/Trust/Estate/Guardianship/Conservatorship <input type="checkbox"/> COMP - Workers' Compensation <input type="checkbox"/> CVXX - Miscellaneous Circuit Civil Case	
TORTS: PERSONAL INJURY <input type="checkbox"/> TOPE - Personal Property <input type="checkbox"/> TORE - Real Property		OTHER CIVIL FILINGS <input type="checkbox"/> ABAN - Abandoned Automobile <input type="checkbox"/> ACCT - Account & Nonmortgage <input type="checkbox"/> APAA - Administrative Agency Appeal <input type="checkbox"/> ADPA - Administrative Procedure Act <input type="checkbox"/> ANPS - Adults in Need of Protective Service	
ORIGIN: F <input checked="" type="checkbox"/> INITIAL FILING A <input type="checkbox"/> APPEAL FROM DISTRICT COURT O <input type="checkbox"/> OTHER R <input type="checkbox"/> REMANDED T <input type="checkbox"/> TRANSFERRED FROM OTHER CIRCUIT COURT			
HAS JURY TRIAL BEEN DEMANDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)			
RELIEF REQUESTED: <input checked="" type="checkbox"/> MONETARY AWARD REQUESTED <input type="checkbox"/> NO MONETARY AWARD REQUESTED			
ATTORNEY CODE: HOV003 11/30/2017 5:42:08 PM /s/ THOMAS BRIAN HOVEN Date Signature of Attorney/Party filing this form			
MEDIATION REQUESTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNDECIDED			



IN THE CIRCUIT COURT OF DEKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL,

Plaintiff,

v.

**STARR INDEMNITY AND LIABILITY
INSURANCE COMPANY,**

) **JURY TRIAL IS REQUESTED**

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) **CASE NO.: CV-2017-_____**

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[FICTITIOUS DEFENDANTS: No. 1, whether singular or plural, the driver of the motor vehicle which collided with plaintiff's vehicle and whose negligence caused the plaintiff's injuries on the occasion made the basis of this suit; No. 2, whether singular or plural, the owner of the motor vehicle which collided with plaintiff's vehicle on the occasion made the basis of this suit; No. 3, whether singular or plural, the person, firm or corporation who was responsible for the rental, sale, or lease of the motor vehicle which collided with plaintiff's vehicle on the occasion made the basis of this suit; No. 4, whether singular or plural, that entity or those entities who or which provided any insurance coverage for any of the motor vehicles involved in the occurrence made the basis of this lawsuit, for the driver of each respective motor vehicle or for any of the named fictitious parties defendant listed or described herein; No. 5, whether singular or plural, that entity or those entities who or which provided maintenance and upkeep on the motor vehicle(s) involved in the occurrence made the basis of this lawsuit; No. 6, whether singular or plural, that entity or those entities who or which did any repair work on the motor vehicle(s) involved in the occurrence made the basis of this complaint; No. 7, whether singular or plural, that entity or those entities who or which manufactured and/or distributed the motor vehicle(s) involved in the occurrence made the basis of this lawsuit, or any of the component parts thereof; No. 8, whether singular or plural, that entity or those entities who or which were the master or principal of the driver of the motor vehicle(s) involved in the occurrence made the basis of this lawsuit; No. 9, whether singular or plural, that entity or those entities for whom the driver of the motor vehicle which collided with plaintiff's vehicle was performing some type of service or employment duty at the time of this collision; No. 10, whether singular or plural, that entity or those entities who or which negligently entrusted the motor vehicle(s) involved in the occurrence made the basis of this lawsuit to the drivers thereof at the time of said occurrence; No. 11, whether singular or plural, that entity or those entities on whose behalf the vehicle or vehicles involved in the collision made the basis of this lawsuit was being operated at the time of said occurrence; No. 12, whether singular or plural, that entity or those entities who or which issued, or had a duty to issue, warnings or instructions regarding the use or operation of any of the vehicles involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; No. 13, whether singular or plural, that entity or those entities who or which tested, inspected, approved, or issued any approval of any of the vehicles involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; No. 14, whether singular or plural, that entity or those entities who or which had supervisory authority relating to the maintenance, operation, or to the selection, training and hiring of drivers of any of the vehicles involved in the occurrence made the basis of this lawsuit; No. 15, whether singular or plural, that entity or those entities who or which issued any policy of insurance which provided coverage for plaintiff on the occasion made the basis of this lawsuit (including, but not limited to, uninsured/underinsured motorist coverage); No. 16, whether singular or plural, that entity or those entities other than those entities described above whose breach of contract or warranty contributed

to cause the occurrence made the basis of this lawsuit; No. 17, whether singular or plural, that entity or those entities other than those entities described above, which is the successor in interest of any of those entities described above; No. 18, whether singular or plural, that entity or those entities other than those entities described above, which was the predecessor corporation of any of the entities described above. Plaintiffs aver that the identities of the fictitious party defendants are otherwise unknown to Plaintiffs at this time, or if their names are known to Plaintiffs at this time, their identities as proper parties defendants are not known to Plaintiffs at this time, but their true names will be substituted by amendment when ascertained; No. 19, whether singular or plural, that entity or those entities other than those entities described above, which provided workers compensation benefits to Plaintiff and/or on his behalf as a result of the incident made the basis of this Complaint],

Defendants.

PLAINTIFF'S COMPLAINT

PARTIES

1. Plaintiff, Rodney David Russell, (hereinafter "Plaintiff") is an individual over the age of nineteen (19) years and is a resident of Dekalb County, Alabama.

2. STARR INDEMNITY AND LIABILITY INSURANCE COMPANY is a foreign corporation doing business in the State of Alabama and issued a policy of automobile insurance issued to Plaintiff, which included Uninsured/Underinsured Motorist coverage.

3. Fictitious Defendants, described above as numbers one (1) through nineteen (19), are those persons or entities whose names will be substituted upon learning their true identities.

FACTUAL BACKGROUND

4. On or about the 30th day of November 2015, Plaintiff was operating an 18-wheeler northbound on Interstate 59 in Rural Dekalb, Dekalb County, Alabama.

5. At the same time, an unidentified motorist was operating an 18-wheeler northbound on Interstate 59 in the Rural Dekalb, Dekalb County, Alabama.

6. At the aforementioned time, Plaintiff pulled over on the left side of the interstate due to mechanical issues with his vehicle.

7. At the above mentioned time, when Plaintiff pulled over and was placing safety signals around his vehicle, the unidentified motorist hit Plaintiff causing injuries.

8. As a proximate consequence of the unidentified motorist's negligence, Plaintiff was injured, harmed and damaged as follows:

- (a) He suffered numerous injuries to various portions of his body, including, but not limited to: multiple lacerations, right knee injury, two fractures in his tibial plateau;
- (b) He has experienced and continues to experience pain and suffering;
- (c) He is reasonably certain to experience pain and suffering in the future;
- (d) He has experienced and continues to experience mental anguish;
- (e) He is reasonably certain to experience mental anguish in the future;
- (f) He was permanently injured, disfigured and damaged;
- (g) He was caused to incur personal injury medical expenses for treatment from various doctors, physicians, and hospitals;
- (h) He was caused to incur out-of-pocket medical expenses;
- (i) He is reasonably certain to incur personal injury medical expenses in the future;
- (j) He was caused to suffer both past and future lost wages, loss of income, loss of earnings capacity, and lost employment benefits;

COUNT ONE - UNDERINSURED MOTORIST BENEFITS

9. Plaintiff re-alleges all preceding paragraphs of this Complaint as if set fully set forth herein.

10. At all times material hereto, Defendant, STARR INDEMNITY and LIABILITY INSURANCE COMPANY, had one policy of insurance in force insuring Plaintiff for injuries and/or damages caused by an uninsured and/or underinsured motorist (hereinafter "the Policy").

11. The Policy insured to the benefit of Plaintiff for bodily injuries caused by an uninsured and/or underinsured motorist.

12. The Policy was in full force and effect on the date of the occasion made the basis of this suit. Defendant STARR INDEMNITY and LIABILITY INSURANCE COMPANY has assigned a claim number (006484-000041-AU-01) to Plaintiff's underinsured motorist claim.

13. Plaintiff avers that the unidentified motorist and/or fictitiously designated Defendants, qualify as “underinsured” motorist(s) as that term is defined by the Policy as well as the laws of the state of Alabama.

14. Plaintiff avers that his injuries and damages were caused by the negligence of the underinsured motorist(s).

15. Plaintiff contends that he is “legally entitled to recover” damages from Defendant, STARR INDEMNITY and LIABILITY INSURANCE COMPANY.

WHEREFORE, PREMISES CONSIDERED, Plaintiff hereby demands judgment against Defendant STARR INDEMNITY and LIABILITY INSURANCE COMPANY, and/or fictitious defendants, in an amount as the court may determine, together with interest from the date of the injury plus the costs of this action.

Respectfully Submitted,

/s/ T. Brian Hoven
T. Brian Hoven (HOV003)
Attorney for Plaintiff
Rodney David Russell

OF COUNSEL:

SHUNNARAH INJURY LAWYERS, P.C.
3626 Clairmont Avenue
Birmingham, Alabama 35222
Phone: (205) 983-8139
Facsimile: (205) 983-8439
Emails: bhoven@asilpc.com

JURY DEMAND

Plaintiff hereby demands a trial by struck jury.

Plaintiff's Address:

Rodney David Russell
c/o T. Brian Hoven
Shunnarah Injury Lawyers, P.C.
3626 Clairmont Avenue
Birmingham, AL 35222

REQUEST FOR SERVICE BY CERTIFIED MAIL BY CLERK

Pursuant to ARCP 4.1 and 4.2, Plaintiff requests that the Clerk direct service of the foregoing
“Summons and Complaint” by certified mail, addressed as follows:

STARR INDEMNITY & LIABILITY INSURANCE COMPANY
ATTN: MATTHEW AARON
1601 MARKET STREET, SUITE 1800
PHILADELPHIA, PA 19103 US

OF COUNSEL:

/s/ T. Brian Hoven
T. Brian Hoven (HOV003)
Attorney for Plaintiff



IN THE CIRCUIT COURT OF DEKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL,

Plaintiff,

v.

**STARR INDEMNITY AND LIABILITY
INSURANCE COMPANY, an individual,
et. al.,**

Defendants.

CASE NO.: _____

**PLAINTIFF'S FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION TO
DEFENDANT**

COMES NOW the Plaintiff, RODNEY DAVID RUSSELL, and hereby serves the following First Interrogatories and Requests for Production to Defendant, STARR INDEMNITY AND LIABILITY INSURANCE COMPANY (hereinafter referred to as "Starr Insurance"), to be answered in accordance with the *Alabama Rules of Civil Procedure*:

DEFINITIONS

The following words, when used in these Interrogatories and Requests for Production, unless otherwise indicated, shall mean:

- A. The terms "You" and "Your" refer to Defendant, Starr Insurance, and to its present or former agents, attorneys, representatives and other persons who have acted or purported to act on its behalf pursuant to contract or otherwise in any of the matters covered by these interrogatories and request for production, whether or not it is contended that such entity or person had authority to act on behalf thereof.
- B. "Plaintiff" shall refer to Rodney David Russell, and any present or former agents, attorneys, representatives and all other persons who have acted or purported to act on their behalf pursuant to contract or otherwise in any of the materials covered by these interrogatories and requests for production, whether or not it is

contended that such entity or person had authority to act on behalf thereof.

- C. “Defendant” shall refer to Starr Insurance and their present or former agents, attorneys, representatives and other persons who have acted or purported to act on their behalf pursuant to contract or otherwise in any of the matters covered by these interrogatories and request for production, whether or not it is contended that such entity or person had authority to act on behalf thereof.
- D. The term “incident” refers to the motor vehicle incident that is the basis of Plaintiff’s Complaint;
- E. “Communication” means any oral or written exchange of words, thoughts or ideas with another person(s), whether person-to-person, in a group, in a meeting, by telephone, letter, telefax, electronic mail, or otherwise, and including without limitation any printed, typed, handwritten or other readable document and any tape recording, correspondence, memorandum, report, contract, diary, log book, minutes, notes, study, survey and/or forecast.
- F. The “Document” or “Documents” shall have their customary broad meanings and shall include, without limitation, all originals, copies and drafts of all written, typewritten, recorded, transcribed, printed, taped, photographic or graphic material, however produced or reproduced, whether sent or received, or neither, including but not limited to, all books, pamphlets, articles, newspapers, press releases, magazines, booklets, circulars, handbooks, manuals, periodicals, letters, memoranda, files, envelopes, notices, instructions, reports, financial reports, records, studies, transcripts, diaries (formal or informal), audited and un-audited financial statements, working papers, questionnaires, notes, notations, charts, lists, comparisons, telegrams, cables, telex messages, communications (including intra-corporate communications, and reports, notes, notations and memoranda of, or relating to, telephone conversations and conferences), minutes, transcriptions, correspondence, agreements, graphs, tabulations, analyses, evaluations, tests, projections, opinions or reports, statements, summaries, desk calendars, appointment books, telephone logs, telephone bills, surveys, indices, tapes, computer inputs or outputs, computer memory, computer disks, electronic mail, microfilm, magnetic tapes, photographs, installation guides and instruction material within your possession, custody or control. Different versions of the same documents, including but not limited to, drafts or documents with handwritten notations or marks not found in the original or other copies or different documents.
- G. “Person” means any natural person as well as any firm, partnership, proprietorship, association, institution, joint venture, corporation, government entity, administrative agency, professional association and any other organization.
- H. “Identify,” when used in reference to a natural person, means to provide that person’s name, last known home and business addresses, last known home and business telephone numbers, present employer and job title.

- I. “Identify,” when used in reference to a person that is a corporation, partnership, proprietorship, association, business, or other such group, means to provide the person's full name, address, telephone number, form of organization and a description of its business activities.
- J. “Identify,” when used in reference to a document, means to provide a brief description of the document including its date, author, addressee, number of recipients, forum (that is, letter, invoice, blueprint, etc.), subject matter, length, and the present custody of each copy of the document having notations unique to such copy.
- K. “Identify,” when used in reference to an oral communication, means to state the date of the communication and the place or places where the communication occurred, and to identify each person who took part or heard the communication, to provide a description of the subject matter of the communication, and to identify each document that refers or relates to or evidences the communication.
- L. “Date” refers to the exact day, month, and year, if known, or, if not known, best approximation including, as appropriate to the situation, relationship to the offense.
- M. **PRIVILEGE LOG**: For each and every requested document that is claimed to be privileged: (i) identify the document by date, author, addressor and addressee; (ii) identify the person who presently has custody, control or possession of the original and all copies thereof; (iii) state specifically each and every ground on which the claim of privilege is based; (iv) identify each person (by name, address, employer, job description or position at present) who received, or had access in the ordinary course of business to, the original and/or any copy of the document from the time the document was originated until the present.

INTERROGATORIES

- 1. Please identify the person that is answering these interrogatories.
- 2. Have you (Starr Insurance) been properly named in Plaintiff’s Complaint? If not, please set forth your proper designation.
- 3. Please identify your corporate representative.
- 4. Please identify the date that you received notice of Plaintiff’s claim for uninsured/underinsured/underinsured motorist benefits.
- 5. Please identify the total, “stacked” amount of uninsured/underinsured/underinsured motorist coverage available to Plaintiff.

6. Please identify all policies of insurance that provide uninsured/underinsured/underinsured motorist coverage to Plaintiff, including the policy limits, number and period of each such policy.

7. Please identify the total amount of medical payments coverage available to Plaintiff.

8. If medical payments have been made on behalf of Plaintiff, please identify:

- a. The amount;
- b. To whom payment was directed;
- c. When payment was made;
- d. Identify who requested payment.

9. Please identify any and all coverage defenses claimed by you.

10. If you deny that the applicable policy was in full force and effect on the date of the incident, please state the basis of your denial.

11. If you deny that Plaintiff is legally entitled to recover from the Defendant, please state the basis of your denial.

12. Please identify all other claims, of any kind, that Plaintiff has made during the entire time that she has been insured by you.

REQUESTS FOR PRODUCTION

Please produce true and correct copies of the following:

1. All non-privileged portions of the claim file pertaining to the incident.
2. All claim files pertaining to *other* claims that Plaintiff has made during the entire time that she has been insured by you (*note: this request does not seek information pertaining to the subject claim).
3. All activity log notes pertaining to *other* claims that Plaintiff has made during the entire time that she has been insured by you (*note: this request does not seek information pertaining to the subject claim).
4. All written communications to Plaintiff relating to the incident.

5. Surveillance video of the Plaintiff.
6. Photographs of the incident scene and/or roadway.
7. Photographs of the uninsured/underinsured motorist's vehicle.
8. Photographs of all other vehicles involved in the incident.
9. Photographs of the Plaintiff.
10. All repair estimates pertaining to the vehicle being operated by Plaintiff at the time of the incident.
11. All repair invoices showing actual cost of repairs to the vehicle being operated by Plaintiff at the time of the incident.
12. All repair estimates pertaining to the vehicle being operated by the uninsured/underinsured motorist at the time of the incident.
13. All repair invoices showing actual cost of repairs to the vehicle being operated by the uninsured/underinsured motorists at the time of the incident.
14. Statements obtained from the Plaintiff.
15. Statements obtained from the uninsured/underinsured motorist.
16. Statements obtained from any and all witnesses.
17. All policies of insurance which will, or may, provide underinsured motorist coverage to Plaintiff in connection with the incident.
18. All declarations pages certifying the policy limits of all policies of insurance which will, or may, provide underinsured motorist coverage to Plaintiff in connection with the incident.
19. All applications for insurance signed by Plaintiff.
20. All reservation of rights letters to Plaintiff relating to the incident.
21. All denial letters to Plaintiff relating to the incident.
22. All materials received pursuant to subpoena.
23. All of the Plaintiff's medical records obtained pursuant to medical authorization, subpoena or otherwise.

24. All of the Plaintiff's medical records reflecting treatment that occurred before the incident.
25. All expert reports prepared in connection with this case.
26. Entire file of all experts that you intend to call to testify at the trial of this case.
27. Current *curriculum vitae* of all experts that you intend to call to testify at the trial of this case.
28. A list of each case in which your expert has rendered an opinion or given sworn testimony in the past ten (10) years.
29. All evidence that you intend to use at trial.
30. All demonstrative aids that you intend to use at trial.
31. All PowerPoint or other similar computer-generated presentations that you intend to use at trial.
32. All digital animations that you intend to use at trial.

Respectfully Submitted,

/s/ T. Brian Hoven

T. Brian Hoven (HOV003)
Attorney for Plaintiff
Rodney D. Russell

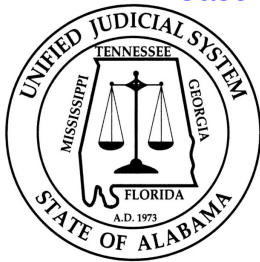
OF COUNSEL:

SHUNNARAH INJURY LAWYERS, P.C.
3626 Clairmont Avenue
Birmingham, Alabama 35222
Phone: (205) 983-8139
Facsimile: (205) 983-8439
Email: bhoven@asilpc.com

TO BE SERVED TO DEFENDANT ALONG WITH THE COMPLAINT AS FOLLOWS:

STARR INDEMNITY & LIABILITY INSURANCE COMPANY

ATTN: MATTHEW AARON
1601 MARKET STREET, SUITE 1800
PHILADELPHIA, PA 19103 US



AlaFile E-Notice

28-CV-2017-900327.00

To: THOMAS BRIAN HOVEN
bhoven@asilpc.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL V. STARR INDEMNITY & LIABILITY INSURANCE COMPANY
28-CV-2017-900327.00

The following complaint was FILED on 11/30/2017 5:42:31 PM

Notice Date: 11/30/2017 5:42:31 PM

PAM SIMPSON
CIRCUIT COURT CLERK
DeKALB COUNTY, ALABAMA
P.O. BOX 681149
FORT PAYNE, AL, 35968

256-845-8525
pam.simpson@alacourt.gov



AlaFile E-Notice

28-CV-2017-900327.00

To: STARR INDEMNITY & LIABILITY INSURANCE COMPANY
ATTN: MATTHEW AARON
1601 MARKET ST, STE 1800
PHILADELPHIA, PA, 19103

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL V. STARR INDEMNITY & LIABILITY INSURANCE COMPANY
28-CV-2017-900327.00

The following complaint was FILED on 11/30/2017 5:42:31 PM

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CIRCUIT COURT CLERK
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P.O. BOX 681149
FORT PAYNE, AL, 35968

256-845-8525
pam.simpson@alacourt.gov

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	SUMMONS - CIVIL -	Court Case Number 28-CV-2017-900327.00
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IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA
RODNEY DAVID RUSSELL V. STARR INDEMNITY & LIABILITY INSURANCE COMPANY

NOTICE TO: STARR INDEMNITY & LIABILITY INSURANCE COMPANY, ATTN: MATTHEW AARON 1601 MARKET ST, STE 1800, PHILADELPHIA, PA 19103
(Name and Address of Defendant)

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), THOMAS BRIAN HOVEN
[Name(s) of Attorney(s)]

WHOSE ADDRESS(ES) IS/ARE: 3626 Clairmont Avenue S, BIRMINGHAM, AL 35222
[Address(es) of Plaintiff(s) or Attorney(s)]

THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:

☐ You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

☒ Service by certified mail of this Summons is initiated upon the written request of RODNEY DAVID RUSSELL
[Name(s)]
 pursuant to the Alabama Rules of the Civil Procedure.

11/30/2017 5:42:31 PM /s/ PAM SIMPSON By: _____
(Date) *(Signature of Clerk)* *(Name)*

☒ Certified Mail is hereby requested. /s/ THOMAS BRIAN HOVEN
(Plaintiff's/Attorney's Signature)

RETURN ON SERVICE

☐ Return receipt of certified mail received in this office on _____
(Date)

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to _____
(Name of Person Served) in _____ *(Name of County)* County,

Alabama on _____
(Date)

(Type of Process Server) *(Server's Signature)* *(Address of Server)*
(Server's Printed Name) *(Phone Number of Server)*

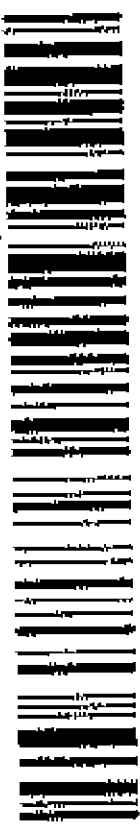
CV 17 900327

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you. *See*
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

*Stann Indemnity 0001
Attn: Matthew Carson
1601 Market St Ste 1850
Philadelphia, Pa 19103*



9590 9402 2820 7069 0403 72

2. Article Number (Transfer from service label)

7017 0190 0000 8673 4371

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 2?

☐ Yes

If YES, enter delivery address below

DEC 19 2017
CIRCUIT CLERK
DEKALB COUNTY

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



AlaFile E-Notice

28-CV-2017-900327.00

Judge: RANDALL L COLE

To: HOVEN THOMAS BRIAN
bhoven@asilpc.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF DeKALB COUNTY, ALABAMA

RODNEY DAVID RUSSELL V. STARR INDEMNITY & LIABILITY INSURANCE COMPANY
28-CV-2017-900327.00

The following matter was served on 12/19/2017

D001 STARR INDEMNITY & LIABILITY INSURANCE COMPANY

Corresponding To
CERTIFIED MAIL

PAM SIMPSON
CIRCUIT COURT CLERK
DeKALB COUNTY, ALABAMA
P.O. BOX 681149
FORT PAYNE, AL, 35968

256-845-8525
pam.simpson@alacourt.gov

EXHIBIT

“4”

Jurisdiction: Alabama

Demographics

Company Name: STARR INDEMNITY & LIABILITY COMPANY**SBS Company Number:** 74245771**Domicile Type:** Foreign**NAIC Group Number:** 4670 - Starr Grp**Merger Flag:** No**NAIC CoCode:** 38318**State of Domicile:** Texas**Organization Type:** NOT APPLICABLE**Short Name:****FEIN:** 75-1670124**Country of Domicile:** United States**Date of Incorporation:** 04/15/1919

DBA Name

No results found.

Address

Business Address399 Park Ave
8th Floor
New York, NY 10022
United States**Mailing Address**399 Park Ave
8th Floor
New York, NY 10022
United States**Statutory Home Office
Address**8401 North Central Expressway
Suite 890
Dallas, TX 75225
United States**Main Administrative Office
Address**399 Park Ave
8th Floor
New York, NY 10022
United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(866) 519-2522
Business Fax Phone	(646) 227-6400
Main Admin Office Primary Phone	(866) 519-2522
Main Admin Office Fax Phone	(646) 227-6400

Email

No results found.

Website

No results found.

Company Type

Company Type: Property & Casualty**Status:** Active**Effective Date:** 07/24/2009**Issue Date:** 07/24/2009**Articles of Incorporation Received:** No**Status Reason:****Legacy State ID:** 219397**Approval Date:****Article No:****Status Date:** 07/24/2009**File Date:****COA Number:**



Filt

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
STARR AVIATION AGENCY INC	263062	953674	Managing General Agent	Property	08/26/2010	01/09/2018	12/31/2018
STARR AVIATION AGENCY INC	263062	953674	Managing General Agent	Casualty	08/26/2010	01/09/2018	12/31/2018
MICHAEL DENNIS	47970	1977545	Insurance Producer	Accident & Health or Sickness	03/08/2012	01/09/2018	12/31/2018
JAMES SHERER	238733	8460051	Insurance Producer	Accident & Health or Sickness	06/08/2010	01/09/2018	12/31/2018
RICHARD NANCE	246449	2646455	Insurance Producer	Accident & Health or Sickness	05/22/2017	05/22/2017	12/31/2017
R MORRIS	171597	5856774	Insurance Producer	Accident & Health or Sickness	07/24/2017	07/24/2017	12/31/2017
BENJAMIN BARSON	260977	8416178	Insurance Producer	Accident & Health or Sickness	06/27/2011	01/09/2018	12/31/2018
ROBERT BLAND	23246	235246	Insurance Producer	Accident & Health or Sickness	01/27/2012	01/09/2018	12/31/2018
KENNETH SCHULTEIS	23279	247808	Insurance Producer	Accident & Health or Sickness	01/20/2012	01/09/2018	12/31/2018
SCOTT DITRAPANI	307234	5118116	Insurance Producer	Accident & Health or Sickness	06/23/2010	01/09/2018	12/31/2018

First

Previous

1

2

3

Next

Last

Line Of Business



Filt

Line of Business	Citation Type	Effective Date
12: Disability Only	Default Section Code Alabama	07/24/2009
02: Property	Default Section Code Alabama	07/24/2009
04: Misc. Casualty, Surety Incl. Official Surety Bonds, Marine	Default Section Code Alabama	07/24/2009

First

Previous

1

Next

Last

Contact



Filt

Contact Type	Preferred Name	Name	E-mail	Phone	Address
--------------	----------------	------	--------	-------	---------

Contact Type	Preferred Name	Name	E-mail	Phone	Address
President		CHARLES DANGELO		Business Primary Phone: (866) 519-2522 Fax Phone: (646) 227-6400	Business Address 399 Park Ave 8th Floor New York, NY 10022 United States
Agent for Service of Process		CT CORPORATION SYSTEM			Business Address 2 North Jackson Street Suite 605 Montgomery, AL 36104 United States

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

 **Filt**

Previous Name	New Name	Effective Date
	STARR INDEMNITY & LIABILITY COMPANY	

First Previous **1** Next Last

EXHIBIT

“5”

POLICY NUMBER: 1000072595

COMMERCIAL AUTO

CA DS 21 10 13

MOTOR CARRIER DECLARATIONS

ITEM ONE

Company Name:	Starr Indemnity & Liability Company		
Producer Name:	J SMITH LANIER & CO OF ALBANY		
Named Insured:	DT Express LLC dba Davenport Transporration		
Mailing Address:	1224 Pat Haralson Memorial Drive Blairsville, GA 30512		
Policy Period			
From:	11/05/2015		
To:	11/05/2016 At 12:01 A.M. Standard Time at your mailing address.		
Previous Policy Number:			

Form Of Business:☒ Corporation☐ Limited Liability Company☐ Individual☐ Partnership☐ Other:

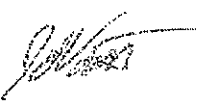
In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$ **REDACTED**Total: \$ **REDACTED**
Audit Period (If Applicable): ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly
Endorsements

MOTOR CARRIER DECLARATIONS	CA DS 21 10 13
COMMON POLICY CONDITIONS	IL 00 17 11 98
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)	IL 00 21 09 08
GEORGIA CHANGES - CANCELLATION AND NONRENEWAL	IL 02 62 09 08
COMPOSITE RATING PLAN PREMIUM ENDORSEMENT	SICA 1037 (04/14)
MOTOR CARRIER COVERAGE FORM	CA 00 20 10 13
GEORGIA CHANGES	CA 01 09 10 13
DRIVER EXCLUSION	SICA 1023 (04/12)
EXPLOSIVES	CA 23 01 12 93
ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT (ADDITIONAL INSURED SCHEDULE)	SICA 1036 (04/14)
SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE	CA 23 94 10 13
U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") NOTICE TO POLICYHOLDERS	IL P 001 01 04
FRAUD STATEMENT	IL N 001 09 03
FEDERAL MOTOR CARRIER FILING ENDORSEMENT	MCS-90
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS	CA 99 48 10 13
ALABAMA FRAUD STATEMENT	IL N 013 02 13

ALABAMA UNINSURED MOTORISTS COVERAGE	CA 21 59 10 13
NORTH CAROLINA CHANGES	CA 01 26 10 13
NORTH CAROLINA UNINSURED MOTORISTS COVERAGE	CA 21 16 10 13
SOUTH CAROLINA CHANGES	CA 01 50 12 13
SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE	CA 21 19 12 13
SOUTH CAROLINA UNDERINSURED MOTORISTS COVERAGE	CA 21 88 12 13
TENNESSEE CHANGES	CA 01 46 10 13
TENNESSEE UNINSURED MOTORISTS COVERAGE	CA 21 20 10 13
TENNESSEE FRAUD STATEMENT	IL N 098 09 03

Countersignature Of Authorized Representative

Name: Jim Vendetti
Title: Senior Vice President & Chief Underwriting Officer
Signature: 
Date: 11/05/2015

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO**Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Motor Carrier Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability		\$ 2,000,000	\$ INCLUDED
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible. For Each Accident.	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$ 100,000	\$ INCLUDED
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Trailer Interchange Comprehensive Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Trailer Interchange Specified Cause Of Loss Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Trailer Interchange Collision Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Cause Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.	\$
Premium For Endorsements			\$
Estimated Total Premium			\$ INCLUDED
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:

Town And State Where The Covered Auto Will Be Principally Garaged:

Covered Auto Description

Year: Model: Trade Name:

Body Type: Serial Number (S):

Vehicle Identification Number (VIN):

Classification

Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below
According To Their Interests In The Auto At The Time Of The Loss:

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles		
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Covered Autos Liability	\$ 2,000,000	\$ INCLUDED
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$

Total Premiums	
Covered Autos Liability	\$ INCLUDED
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$ IF ANY	\$ INCLUDED
Excess Coverage	\$	\$
Total Hired Auto Premium		\$ INCLUDED

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
Total Hired Auto Premium			\$

For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverages	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered Auto	\$	\$
Total Hired Auto Premium				\$
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
Coverages	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage		\$	\$	\$	\$
Covered Autos Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto Premiums				\$	\$
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
Coverages	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver) Premium		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto	\$	\$	\$	\$
Total Hired Auto Premiums					\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverages	Town and State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
Total Hired Auto Premiums				\$	\$

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Rating Basis	Number	Premium
Number Of Employees	350	\$ INCLUDED
Number Of Partners (Active And Inactive)	0	\$
Total Non-ownership Covered Autos Liability Premium		\$ INCLUDED

ITEM SIX

Trailer Interchange Coverage

Coverages	Limit Of Insurance	Estimated Premium
Comprehensive	Stated In Item Two	\$
Specified Causes Of Loss		\$
Collision		\$
Total Trailer Interchange Premium		\$

ITEM SEVEN

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Schedule For Gross Receipts Or Mileage Basis (Cont'd)

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM SEVEN

Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)

☐ When gross receipts or mileage is used as a premium basis:

FOR MOTOR CARRIERS

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originate the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and 15% of the total amount received from renting any equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto". Gross receipts does not include:

1. Amounts you paid to air, sea or land carriers operating under their own permits.
2. Advertising Revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.
5. Warehouse storage fees.

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts you paid to air, sea or land carriers operating under their own permits.
2. Advertising Revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

EXHIBIT

“6”

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



For Release: Friday, June 30, 2017

17-821-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

Occupational Employment and Wages for Driver/Sales Workers and Truck Drivers in Alabama's Metropolitan Areas – May 2016

Among the 13 metropolitan areas located entirely or partially in Alabama, 5 had annual wages that were significantly higher than the national average for driver/sales workers. Ten areas had below-average wages for heavy and tractor-trailer truck drivers, and eight areas had below-average wages for light truck or delivery services drivers, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Janet S. Rankin noted that driver/sales workers was the only occupation of the three selected that had measurably higher wages than their respective national average. Nationwide, the average (mean) wage for driver/sales workers was \$28,440; for heavy and tractor-trailer truck drivers, \$43,590; and for light truck or delivery services drivers, \$34,790. (See [table A](#). For comprehensive definitions of metropolitan areas in Alabama, please see [Technical Note](#).)

Table A. Average (mean) annual wages for driver/sales workers and truck drivers in the United States, Alabama, and metropolitan areas in Alabama, May 2016

Area	Driver/Sales Workers	Heavy and Tractor-Trailer Truck Drivers	Light Truck or Delivery Services Drivers
United States	\$28,440	\$43,590	\$34,790
Alabama	31,280*	39,050*	29,600*
Anniston-Oxford-Jacksonville	27,670	35,250*	26,140*
Auburn-Opelika	33,270*	39,000*	36,010
Birmingham-Hoover	33,080*	40,580*	29,030*
Columbus	19,900*	44,490	29,640*
Daphne-Fairhope-Foley	23,000*	41,720	33,260
Decatur	26,690	36,400*	30,360
Dothan	35,420*	39,950	31,080
Florence-Muscle Shoals	30,680	33,360*	30,590*
Gadsden	29,660	39,900*	37,640
Huntsville	41,210*	40,740*	31,470*
Mobile	33,490	41,710*	30,700*
Montgomery	38,050*	39,940*	30,200*
Tuscaloosa	26,600	35,920*	28,750*

Note: An asterisk indicates that the mean annual wage for this area is significantly different from the national average of all areas at the 90-percent confidence level.

Of the 13 metropolitan areas located entirely or partially in the state, the Birmingham-Hoover area had the largest numbers of driver/sales workers, heavy and tractor-trailer truck drivers, and light truck or delivery services drivers, with employment of 13,890 in the three selected occupations combined. Employment in these three occupations combined was less than 4,400 in each of the remaining metropolitan areas in Alabama. (See [table B.](#))

Table B. Employment of driver/sales workers and truck drivers in the United States, Alabama, and metropolitan areas in Alabama, May 2016

Area	Driver/Sales Workers	Heavy and Tractor-Trailer Truck Drivers	Light Truck or Delivery Services Drivers
United States.....	426,310	1,704,520	858,710
Alabama	5,770	31,890	11,600
Anniston-Oxford-Jacksonville.....	140	530	280
Auburn-Opelika	80	680	210
Birmingham-Hoover	1,390	8,810	3,690
Columbus	(1)	720	710
Daphne-Fairhope-Foley	220	700	300
Decatur	320	1,080	260
Dothan.....	240	1,200	570
Florence-Muscle Shoals.....	220	640	390
Gadsden.....	110	480	160
Huntsville.....	330	1,800	960
Mobile.....	450	2,720	1,220
Montgomery	290	1,680	1,420
Tuscaloosa	600	1,450	480

Footnotes:

(1) Data not available.

Location quotients (LQs) allow us to explore the occupational make-up of a metropolitan area by comparing the composition of jobs in an area relative to the national average. For example, a location quotient of 2.0 indicates that an occupation accounts for twice the share of employment in the area than it does nationally.

Three metropolitan areas in Alabama had above-average concentrations of employment for the three selected occupations. In the Decatur and Tuscaloosa areas, driver/sales workers were employed at 2.0 times the national rate. Heavy and tractor-trailer truck drivers were employed at 1.8 times the national rate in Dothan, and 1.7 times the U.S. average in Decatur. Dothan had a LQ of 1.7 for light truck or delivery services drivers. (See [table C.](#))

Table C. Location quotients of driver/sales workers and truck drivers in the United States, Alabama, and metropolitan areas in Alabama, May 2016

Area	Driver/Sales Workers	Heavy and Tractor-Trailer Truck Drivers	Light Truck or Delivery Services Drivers
United States.....	1.0	1.0	1.0
Alabama	1.0	1.4	1.0
Anniston-Oxford-Jacksonville.....	1.1	1.1	1.1
Auburn-Opelika	0.5	1.0	0.6
Birmingham-Hoover	0.9	1.4	1.2
Columbus	(1)	0.5	1.0
Daphne-Fairhope-Foley	1.0	0.8	0.7
Decatur	2.0	1.7	0.8
Dothan.....	1.4	1.8	1.7
Florence-Muscle Shoals.....	1.4	1.0	1.2

Note: See footnotes at end of table.

Table C. Location quotients of driver/sales workers and truck drivers in the United States, Alabama, and metropolitan areas in Alabama, May 2016 - Continued

Area	Driver/Sales Workers	Heavy and Tractor-Trailer Truck Drivers	Light Truck or Delivery Services Drivers
Gadsden.....	1.0	1.1	0.7
Huntsville.....	0.5	0.7	0.7
Mobile.....	0.9	1.3	1.2
Montgomery.....	0.6	0.8	1.4
Tuscaloosa.....	2.0	1.2	0.8

Footnotes:

(1) Data not available.

Wages for driver/sales workers in metropolitan areas in Alabama

Five metropolitan areas had wages significantly higher than the U.S. average of \$28,440 for driver/sales workers: Huntsville (\$41,210), Montgomery (\$38,050), Dothan (\$35,420), Auburn-Opelika (\$33,270), and Birmingham-Hoover (\$33,080). Two localities—Columbus and Daphne-Fairhope-Foley—had wages that were measurably below the national average.

Wages for heavy and tractor-trailer truck drivers in metropolitan areas in Alabama

Wages were significantly below the national average of \$43,590 for heavy and tractor-trailer truck drivers in 10 of the 13 areas in Alabama, including Florence-Muscle Shoals (\$33,360), Anniston-Oxford-Jacksonville (\$35,250), and Tuscaloosa (\$35,920). Wages in three areas—Columbus, Daphne-Fairhope-Foley, and Dothan—were not measurably different from the national average.

Wages for light truck or delivery services drivers in metropolitan areas in Alabama

Eight metropolitan areas earned wages significantly lower than the national average of \$34,790 for light truck or delivery services drivers. Anniston-Oxford-Jacksonville (\$26,140), Tuscaloosa (\$28,750), Birmingham-Hoover (\$29,030), and Columbus (\$29,640) were among the lower-paying areas. Light truck or delivery services drivers in five areas in Alabama earned wages that were not measurably different from the national average.

These statistics are from the Occupational Employment Statistics (OES) survey, a federal-state cooperative program between BLS and State Workforce Agencies, in this case, the Alabama Department of Labor.

Note on Occupational Employment Statistics Data

A value that is statistically different from another does not necessarily mean that the difference has economic or practical significance. Statistical significance is concerned with the ability to make confident statements about a universe based on a sample. It is entirely possible that a large difference between two values is not significantly different statistically, while a small difference is, since both the size and heterogeneity of the sample affect the relative error of the data being tested.

Technical Note

The Occupational Employment Statistics (OES) survey is a semiannual mail survey measuring occupational employment and wage rates for wage and salary workers in nonfarm establishments in the United States. The OES data available from BLS include cross-industry occupational employment and wage estimates for the nation; over 650 areas, including states and the District of Columbia, metropolitan statistical areas (MSAs), metropolitan divisions, nonmetropolitan areas, and territories; national industry-specific estimates at the NAICS sector, 3-, 4-, and selected 5- and 6-digit industry levels, and national estimates by ownership across all industries and for schools and hospitals. OES data are available at www.bls.gov/oes/tables.htm.

OES estimates are constructed from a sample of about 1.2 million establishments. Each year, two semiannual panels of approximately 200,000 sampled establishments are contacted, one panel in May and the other in November. Responses are obtained by mail, Internet or other electronic means, email, telephone, or personal visit. The May 2016 estimates are based on responses from six semiannual panels collected over a 3-year period: May 2016, November 2015, May 2015, November 2014, May 2014, and November 2013. The overall national response rate for the six panels, based on the 50 states and the District of Columbia, is 73 percent based on establishments and 69 percent based on weighted sampled employment. The unweighted employment of sampled establishments across all six semiannual panels represents approximately 58 percent of total national employment. For more information about OES concepts and methodology, go to www.bls.gov/oes/current/oes_tec.htm.

The May 2016 OES estimates are based on the 2010 Standard Occupational Classification (SOC) system and the 2012 North American Industry Classification System (NAICS). Information about the 2010 SOC is available on the BLS website at www.bls.gov/soc and information about the 2012 NAICS is available at www.bls.gov/bls/naics.htm.

Metropolitan area definitions

The substate area data published in this release reflect the standards and definitions established by the U.S. Office of Management and Budget.

- **Anniston-Oxford-Jacksonville, Ala. Metropolitan Statistical Area (MSA)** includes Calhoun County in Alabama.
- **Auburn-Opelika, Ala. MSA** includes Lee County in Alabama.
- **Birmingham-Hoover, Ala. MSA** includes Bibb, Blount, Chilton, Jefferson, Shelby, St. Clair, and Walker Counties in Alabama.
- **Columbus, Ga.-Ala. MSA** includes Chattahoochee, Harris, Marion, and Muscogee Counties in Georgia; Russell County in Alabama.
- **Daphne-Fairhope-Foley, Ala. MSA** includes Baldwin County in Alabama.
- **Decatur, Ala. MSA** includes Lawrence and Morgan Counties in Alabama.
- **Dothan, Ala. MSA** includes Geneva, Henry, and Houston Counties in Alabama.
- **Florence-Muscle Shoals, Ala. MSA** includes Colbert and Lauderdale Counties in Alabama.
- **Gadsden, Ala. MSA** includes Etowah County in Alabama.
- **Huntsville, Ala. MSA** includes Limestone and Madison Counties in Alabama.
- **Mobile, Ala. MSA** includes Mobile County in Alabama.
- **Montgomery, Ala. MSA** includes Autauga, Elmore, Lowndes, and Montgomery Counties in Alabama.
- **Tuscaloosa, Ala. MSA** includes Hale, Pickens, and Tuscaloosa Counties in Alabama.

Additional information

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Federal Relay Service: 800-877-8339.